

FOOD PLAN OPERATOR BOND

Required under

Title 35, Article 33, Colorado Revised Statutes, as amended

TO BE FILED WITH:

Colorado Department of Agriculture
Inspection and Consumer Services
2331 West 31st Avenue
Denver, CO 80211-3859

Bond # _____

I/we, _____

doing business as _____

whose business address is: _____

(City)

(State)

(Zip)

as PRINCIPAL, and _____ a surety company qualified and authorized to do business in the STATE OF COLORADO, as SURETY, do hereby execute and deliver to the COMMISSIONER OF AGRICULTURE of the STATE OF COLORADO this surety bond and are held and firmly bound unto the people of the State of Colorado, in favor of every consumer purchasing meat, meat products, and frozen food, as required pursuant to Title 35, Article 33, section 403, Colorado Revised Statutes, in the penal sum of: _____ dollars (\$ _____) lawful money of the States of America, to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by this bond, from the _____ day of _____, 20_____, and shall remain so bound until this bond is terminated upon proper notice as set forth below.

This bond shall be conditioned: upon compliance by the PRINCIPAL with the provisions of Title 35, Article 33, C.R.S., the faithful fulfillment of all contracts, and the faithful handling, sale, or storage of meat or meat products or the tendering of any service in connection with the handling, sale, advertising, soliciting, or storage of any meat or meat product or frozen food.

NOW, THEREFORE, if said PRINCIPAL shall faithfully observe and comply with all the provisions of Title 35, Article 33, Colorado Revised Statutes, otherwise known as the "Slaughter, Processing and Sale of Meat Animals Act", then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

The SURETY shall have the right to withdraw as surety from this bond, except as to any liability already incurred or accrued, by giving the PRINCIPAL and the COMMISSIONER OF AGRICULTURE thirty (30) days written notice of such withdrawal, and at the end of said thirty days period of notice, said bond shall terminate, except as to any liabilities or Indebtedness incurred prior to said date of termination.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____ A.D., _____

Attest: _____

(Secretary of Principal Corporation)

(CORPORATE SEAL OF PRINCIPAL)

By: _____

PRINCIPAL

(Title of Corporate Officer If Principal Is a Corporation)

(SEAL OF SURETY)

SURETY

By: _____

WHO CERTIFIES THAT I AM A LICENSED
RESIDENT AGENT OF () OR A NONRESIDENT
BROKER FOR () THE SURETY COMPANY
NAMED HEREIN, TO WIT:

SURETY COMPANY POWER OF
ATTORNEY MUST BE ATTACHED

AND AM AUTHORIZED AND QUALIFIED TO
ACT IN SUCH CAPACITY IN THE STATE OF
COLORADO UNDER LAWS APPLICABLE
THERE TO AND HAVE THE AUTHORITY TO
ISSUE THIS BOND